

C.A. No. 2:23-cv-00263-RMG

4. State Farm admits, upon information and belief, the allegations contained in paragraph 3 of the Counterclaim.

5. State Farm admits, upon information and belief, the allegations contained in paragraph 4 of the Counterclaim.

6. State Farm admits, upon information and belief, the allegations contained in paragraph 5 of the Counterclaim.

7. The allegations contained in paragraph 6 of the Counterclaim state a legal conclusion to which no response is required. To the extent a response is required, State Farm admits the Court has jurisdiction.

8. The allegations contained in paragraph 7 of the Counterclaim state a legal conclusion to which no response is required. To the extent a response is required, State Farm admits the allegations.

9. In response to the allegations contained in paragraph 8 of the Counterclaim, State Farm craves reference to the underlying action for the particular claims and assertions made therein and denies any allegations in paragraph 8 inconsistent therewith.

10. The allegations contained in paragraph 9 of the Counterclaim state a legal conclusion to which no response is required. To the extent a response is required, State Farm craves reference to the statutes cited in paragraph 9 and denies any allegations inconsistent therewith.

11. The allegations contained in paragraph 10 of the Counterclaim state a legal conclusion to which no response is required. To the extent a response is required, State Farm craves reference to the particular statute cited in paragraph 10 and denies any allegations inconsistent therewith.

12. The allegations contained in paragraph 11 of the Counterclaim state a legal conclusion to which no response is required. To the extent a response is required, State Farm craves reference to the statutes cited in paragraph 11 and denies any allegations inconsistent therewith.

13. The allegations contained in paragraph 12 of the Counterclaim pertain to a party other than State Farm and, therefore, no response is required. To the extent a response is required, State Farm lacks sufficient information or knowledge to form a belief as to the truth of the allegations and, therefore, denies them.

14. The allegations contained in paragraph 13 of the Counterclaim pertain to a party other than State Farm and, therefore, no response is required. To the extent a response is required, State Farm lacks sufficient information or knowledge to form a belief as to the truth of the allegations and, therefore, denies them.

15. The allegations contained in paragraph 14 of the Counterclaim state a legal conclusion to which no responses is required. To the extent a response is requested, State Farm denies the allegations.

16. In response to the allegations contained in paragraph 15 of the Counterclaim, State Farm craves reference to the underlying action for the particular claims and assertions made therein and denies any allegations in paragraph 15 inconsistent therewith.

17. State Farm admits the allegations contained in paragraph 16 of the Counterclaim.

18. State Farm admits the allegations contained in paragraph 17 of the Counterclaim.

19. In response to the allegations contained in paragraph 18 of the Counterclaim, State Farm craves reference to the Policy for the specific provisions contained therein and denies any allegations inconsistent therewith.

20. In response to the allegations contained in paragraph 19 of the Counterclaim, State Farm craves reference to the Policy for the specific provisions contained therein and denies any allegations inconsistent therewith.

21. In response to the allegations contained in paragraph 20 of the Counterclaim, State Farm craves reference to the Policy for the specific provisions contained therein and denies any allegations inconsistent therewith.

22. In response to the allegations contained in paragraph 21 of the Counterclaim, State Farm craves reference to the underlying action for the particular claims and assertions made therein and denies any allegations in paragraph 21 inconsistent therewith.

23. In response to the allegations contained in paragraph 22 of the Counterclaim, State Farm craves reference to the underlying action for the particular claims and assertions made therein and denies any allegations in paragraph 22 inconsistent therewith.

24. In response to the allegations contained in paragraph 23 of the Counterclaim, State Farm craves reference to the underlying action for the particular claims and assertions made therein and denies any allegations in paragraph 23 inconsistent therewith.

25. In response to the allegations contained in paragraph 24 of the Counterclaim, State Farm admits it sent a reservation of rights letter to First Financial dated August 19, 2021. State Farm craves reference to the reservation of rights letter for the contents of the letter and denies any allegations contained in paragraph 24 inconsistent therewith.

26. In response to the allegations contained in paragraph 25 of the Counterclaim, State Farm craves reference to the reservation of rights letter for the contents of the letter and denies any allegations contained in paragraph 25 inconsistent therewith.

27. In response to the allegations contained in paragraph 26 of the Counterclaim, State Farm craves reference to the reservation of rights letter for the contents of the letter and denies any allegations contained in paragraph 26 inconsistent therewith.

28. The allegations contained in paragraph 27 state a legal conclusion to which no response is required. To the extent a response is required, State Farm denies the allegations.

29. State Farm denies the allegations contained in paragraph 28 of the Counterclaim and would allege and show that it has continued to defend First Financial in the underlying action.

30. In response to the allegations contained in paragraph 29 of the Counterclaim, State Farm incorporates herein its responses to the Counterclaim as set forth above.

31. State Farm admits the allegations contained in paragraph 30 of the Counterclaim.

32. State Farm denies the allegations contained in paragraph 31 of the Counterclaim.

33. State Farm denies the allegations contained in paragraph 32 of the Counterclaim.

34. State Farm denies the allegations contained in the WHEREFORE paragraph of the Counterclaim.

35. State Farm denies each and every allegation contained in the Answer and Counterclaim not specifically admitted, explained or modified above.

**FOR A SECOND DEFENSE**

36. State Farm incorporates herein the allegations of its prior defense consistent with this defense.

37. While Delaney may be an interested party in the declaratory judgment action brought by State Farm, he lacks standing to pursue affirmative relief from the Court under the State Farm policy because he is not a party to the insurance policy at issue. Therefore, his claim for declaratory judgment must be dismissed.

**FOR A THIRD DEFENSE**

38. State Farm incorporates herein the allegations of its prior defenses consistent with this defense.

39. State Farm realleges its coverage positions as set forth in its complaint for declaratory judgment. *See* D.E. 1.

WHEREFORE, having fully answered the Counterclaim of Delaney, State Farm prays that it be dismissed with prejudice, for the costs of this action and for such other and further relief as the Court deems just and proper.

/s/ Jennifer E. Johnsen

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